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7 THELEN REID BROWN RAYSMAN & STEINER LLP
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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
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12 THELEN REID BROWN RAYSMAN &
STEINER LLP, fka THELEN REID &
13 PRIEST LLP,

14 Plaintiff and Counter-Defendant,

15 v.

16 FRANÇOIS MARLAND,

17 Defendant and Counter-Claimant.

18 THELEN REID BROWN RAYSMAN &
STEINER LLP, fka THELEN REID &
19 PRIEST LLP,

20 Counter-Counter-Claimant,

21 v.

22 FRANÇOIS MARLAND and SUSANNAH
23 MAAS,

24 Counter-Counter-Defendants.
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Case No. C 06-2071 VRW

**STIPULATION AND ~~PROPOSED~~
ORDER UNSEALING, IN PART, THE
DEPOSITION OF FRANCOIS MARLAND**

Plaintiff, Counter-Defendant, and Counter-Counter-Claimant Thelen Reid Brown Raysman & Steiner LLP (formerly known as Thelen Reid & Priest LLP) (“Thelen”) and Defendant, Counter-Claimant, and Counter-Counter-Defendant Francois Marland (“Marland”) hereby stipulate to the following under Civil Local Rules 7-1(a)(5) and 7-12:

WHEREAS, on November 21, 2006, the Court issued a Minute Order stating, in part: (1) at his deposition scheduled for November 29 and 30, 2006, Francois Marland could not “assert the attorney-client privilege with regard to communications between Marland and [Philippe] Brunswick and communications between Marland and [Francois] Chateau; and (2) the deposition transcript would be sealed (Docket No. 71);

WHEREAS, on November 29 and 30, 2006, counsel for Thelen conducted the deposition of Marland;

WHEREAS, counsel for Thelen and counsel for Marland each have reviewed the transcript of the November 29 and 30, 2006 deposition of Francois Marland, and have met and conferred in an attempt to reach agreement on Thelen’s request to unseal the transcript of Marland’s deposition;

THEREFORE, the Thelen and Maas hereby stipulate that:

(1) Volume 1 of the deposition of Francois Marland shall be unsealed, except for the portion of Volume 1 between page 88, line 11 and page 98, line 19;

(2) Volume 2 of the deposition of Francois Marland shall be unsealed, except for the portion of Volume 2 between page 283, line 14 and page 295, line 10;

(3) Nothing contained herein shall be deemed a waiver of any party’s rights to enter into and file additional stipulations regarding the portions of the Marland deposition transcript that shall remain sealed under the terms of this Stipulation and [Proposed] Order. Nothing contained herein shall be deemed a waiver of any party’s rights to seek relief from the Court with respect to the portions of the Marland deposition that shall remain sealed under the terms of this Stipulation and [Proposed] Order. Nothing contained herein shall be deemed to be a waiver of any party’s rights regarding any matter other than the sealing of Marland’s deposition transcript,

1 and the testimony provided by Marland, in those portions of the deposition that shall remain
2 sealed under the terms of this Stipulation and [Proposed] Order.

3 IT IS SO STIPULATED.

4 Dated: December 13, 2006

KEKER & VAN NEST, LLP

6 By: /s/ Wendy J. Thurm
7 WENDY J. THURM
8 Attorneys for Plaintiff, Counter-Defendant,
9 and Counter-Counter-Claimant
10 THELEN REID BROWN RAYSMAN &
11 STEINER LLP, fka THELEN REID &
12 PRIEST LLP.

13 Dated: December 13, 2006

HAYES & HARDY LLP
CARLSON, CALLADINE & PETERSON
LLP

14 By: /s/ Andrew W. Hayes
15 ANDREW W. HAYES
16 Attorneys for Defendant, Counter-
17 Claimant, and Counter-Counter-Defendant
18 FRANCOIS MARLAND

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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21 Dated: December 18, 2006

